

ROW 761A

49003013.TA
Paul Haire

8-15-96

BOOK 309 PAGE 326

de
STATE MS.-DE SOTO CO.
FILED

013-0-00-T

Do not record above this line

Nov 26 1 57 PM '96

TEMPORARY EASEMENT

BK 309 PG 326
W.E. DAVIS CH. CLK.

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of

one hundred dollars
100/100 /100 Dollars (\$ 100⁰⁰)

the receipt and sufficiency of which is hereby acknowledged, I/or we, the undersigned hereby grant, sell, convey and warrant unto the Mississippi Transportation Commission for public improvements, grading, sodding, and other construction purposes on State Project No. 49-9327-00-003-10, a temporary easement through, over, on and across the following described land:

CITY OF SOUTHAVEN, LOT 2, DROKE SUBDIVISION, SECTION 2,
DE SOTO COUNTY, MISSISSIPPI, SECTION 2, T-2-S, R-8-W
PLAT BOOK 1, PAGE 31

Begin at the point of intersection of the Southwesterly line of grantors property with the present Southeasterly right-of-way line of Willard Drive at Station 7+70.720 as shown on the plans for Federal Aid Project No. 49-9327-00-003-10 at Highway Survey Station 208+51.72; from said point of beginning run thence Northeasterly along the present Southeasterly right-of-way line and a line that is 9.144 meters (30 feet) Southeasterly of and parallel with the centerline of said Willard Drive, an arc distance of 3.770 meters (12.37 feet); thence run North 66° 37' 18" East along said present Southeasterly right-of-way line, a distance of 2.286 meters (7.50 feet); thence run South 02° 45' 05" East, a distance of 2.597 meters (8.52 feet) to a point that is 11.573 meters (37.97 feet) Southeasterly of and perpendicular to the centerline of survey of said Willard Drive at Station 7+58; thence run South 65° 46' 47" West, a distance of 5.520 meters (18.11 feet) to the Southwesterly line of grantors property; thence run North 15° 21' 28" West along said Southwesterly property line, a

Paul Haire

013-0-00-T

Page 2

distance of 2.771 meters (9.09 feet) to the point of beginning, containing 0.004 acres (0.01 acres), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. 49-9327-00-003-10, in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on

Paul Haire

013-0-00-T

Page 3

account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

Paul Haire

BOOK 309 PAGE 329

013-0-00-T
Page 4

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness his signature / the 25 Day of September, A.D.,
19 76.

Paul Haire

Grantee, Prepared by and return to:
Miss. Department of Transportation
Right of Way Division
P. O. Box 1850
Jackson, Mississippi 39215-1850
Phone Number: (601) 359-7559
Account No. 49-9327-00-003-10

Grantor Address:

Paul Haire
3120 Mayfair Dr.
Horn Lake, MS 38637

Phone Number: 393-8617

Business Number: None

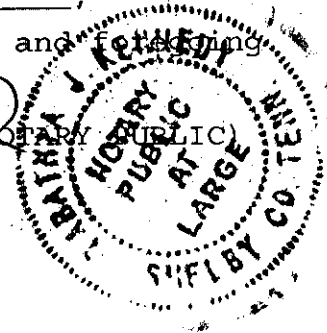
In the case of natural persons acting in their own right:

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of September, 1996, within my jurisdiction, the within named Paul Haire

who acknowledged that (he) (~~she~~) (~~they~~) executed the above and foregoing instrument.

Sabaria J. Kennedy



My commission expires:

My Commission Expires June 10, 2000

(SEAL)